COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS AGENDA ITEM TRANSMITTAL

(4) SUBJECT Request to approve a Sublease Agreement between the County of San Luis Obispo and the Economic Opportunity Commission for improved office space located at 1086 Grand Avenue in the City of Arroyo Grande. (5) SUMMARY OF REQUEST Approval of the Sublease will authorize the Department of Social Services to Sublease a portion of their leased office space located at 1086 Grand Avenue, in Arroyo Grande, to the Economic Opportunity Commission. (6) RECOMMENDED ACTION The Department of General Services recommends your Board approve the Sublease Agreement as presented and direct the Chairperson to sign the document. (7) FUNDING SOURCE(6) N/A (8) CURRENT YEAR COST N/A (9) ANNUAL COST N/A (10) BUDGETED? N/A (11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, Department of Social Services, (12) WILL REQUEST REQUIRE ADDITIONAL STAFF? N/A (13) SUPERVISOR DISTRICT(S) (14) LOCATION MAP (15) Maddy Act Appointments Signed off by Clerk of the Board N/A (16) AGENDA PLACEMENT (18) REPO EXTRA EXECUTED COPIES? (19) Number: (19) ANED EXTRA EXECUTED COPIES? (20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) (21) W-9 (22) Agenda Item History (23) ADMINISTRATIVE OFFICE REVIEW Amach (23) ADMINISTRATIVE OFFICE REVIEW (23) ADMINISTRATIVE OFFICE REVIEW (23) ADMINISTRATIVE OFFICE REVIEW (24) ADMINISTRATIVE OFFICE REVIEW (25) ADMINISTRATIVE OFFICE REVIEW	(1) DEPARTMENT General Services	(2) MEETING DATE July 25, 2006	(3) CONTACT/PHONE Duane P. Leib (805) 781-5200	iw			
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COUNTY OF SAN LUIS OBISPO

department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200 DUANE P. LEIB, DIRECTOR

TO:

BOARD OF SUPERVISORS

FROM:

DUANE P. LEIB, GENERAL SERVICES DIRECTOR

DATE:

JULY 25, 2006

SUBJECT:

REQUEST TO APPROVE A SUBLEASE AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE ECONOMIC OPPORTUNITY COMMISSION FOR

IMPROVED OFFICE SPACE LOCATED AT 1086 GRAND AVENUE IN THE CITY OF

ARROYO GRANDE

RECOMMENDATION

The Department of General Services recommends your Board approve the Sublease Agreement as presented and direct the Chairperson to sign the document.

DISCUSSION

Since August 2003, the Department of Social Services has occupied space at 1086 Grand Avenue in Arroyo Grande. In a collaborative effort among the Departments of Social Services, Behavioral Health and Probation, the Services Affirming Family Empowerment (SAFE) System of Care was established in 1998 to strengthen family functioning to keep children, safe, healthy, at home (or in appropriate permanent placement), in school (or in developmentally appropriate care) and out of trouble. The SAFE System of Care incorporates intensive treatment services, intervention and referral services, and community prevention activities. Key partners in these endeavors, in addition to the County departments listed above, include the Lucia Mar School District and the Economic Opportunity Commission (EOC).

The Sublease Agreement before you will allow EOC to occupy 350 square feet of improved office space located at 1086 Grand Avenue in Arroyo Grande until June 30, 2007. The Sublease allows for three one-year extensions upon mutual agreement of the parties. The Sublease will require the EOC to pay the County for its use of the Premises. EOC previously subleased space from the County at the former SAFE facility located on Branch Street in Arroyo Grande.

OTHER AGENCY INVOLVEMENT

The Department of Social Services has reviewed and approved the terms and conditions of the Sublease Agreement. County Counsel has approved the Sublease as to the legal form and effect.

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Board of Supervisors July 25, 2006 Page two

FINANCIAL CONSIDERATIONS

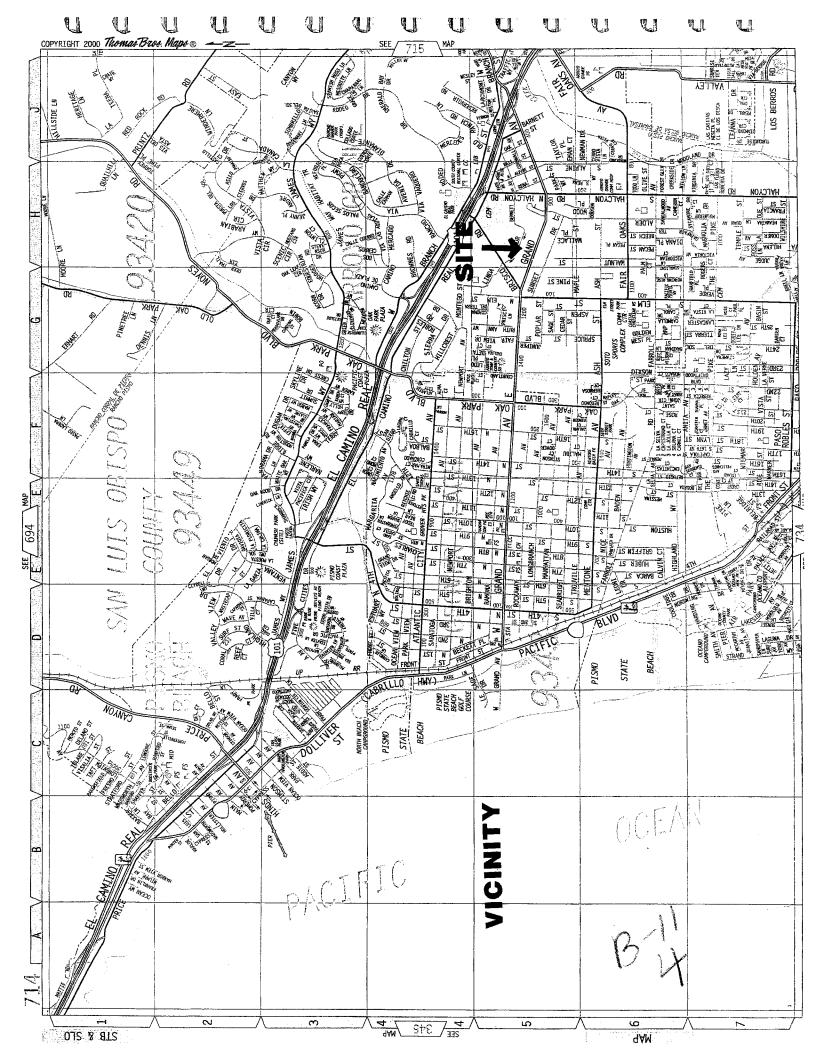
The Department of Social Services will receive monthly rental payments to help offset the costs associated with this facility. Pursuant to the Sublease Agreement before you, the Economic Opportunity Commission will pay the County Department of Social Services \$995 per month. The amount equates to approximately \$2.84 per square foot GROSS, which includes office space as depicted on Exhibit A attached to the Sublease Agreement.

RESULTS

Approval of the Sublease Agreement will allow the Department of Social Services to Sublease approximately 350 square feet of improved office space to the Economic Opportunity Commission and collect rental amounts to offset the costs associated with the space being subleased.

F:\bos\072506\EOC Sublease

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SUBLEASE AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO

AND

ECONOMIC OPPORTUNITY COMMISSION OF SAN LUIS OBIPSO COUNTY, INC.

THIS SUBLEASE AGREEMENT is entered into on the date below stated by and between the County of San Luis Obispo (hereinafter referred to as "County" or "Sublessor") and Economic Opportunity Commission of San Luis Obispo County, a public benefit corporation (hereinafter referred to as "EOC" or "Sublessee").

RECITALS

WHEREAS, County entered into a Lease Agreement (hereinafter referred to as "Master Lease") with Richard DeBlauw Construction, Incorporated, a California Corporation (hereinafter referred to collectively as "Master Lessor") on June 18, 2002 pertaining to certain premises located at 1086 Grand Avenue in the City of Arroyo Grande; and

WHEREAS, Economic Opportunity Commission desires to sublet approximately three hundred fifty (350) square feet of improved office space at the above-referenced location, (hereinafter referred to as "Premises"), as more particularly described in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, County desires to sublet the above-referenced premises to Economic Opportunity Commission of San Luis Obispo County; and

WHEREAS, the Master Lessor has consented to the proposed sublease as required by the terms and conditions of the Master Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

- 1. <u>PREMISES</u>: Sublessor hereby sublets to Sublessee the following described Premises: approximately three hundred fifty (350) square feet of improved office space located at 1086 Grand Avenue with the frequent use of Rooms 106 and 107, with the occasional use of Rooms 127 and 128 and with the nonexclusive use of the restrooms, common areas, and the nonexclusive use of the parking area, in Arroyo Grande, as specifically depicted on Exhibit A.
- 2. <u>TERM</u>: Unless this Sublease is sooner terminated as provided herein, the term of the sublease shall be for twenty (20) months, commencing on November 1, 2005 and terminating on June 30, 2007. This term may be extended for an additional three (3) one year extensions upon mutual agreement of the parties. Each extension shall be for a period of one (1) year upon ninety (90) days advance written notice prior to expiration from Sublessee and upon approval by Sublessor.

Notwithstanding the above paragraph, County and EOC agree that EOC's need for the subject space is contingent upon EOC running the Positive Opportunities for Parenting Success (hereinafter "POPS") program. The POPS program is funded in part with County funds. In the event that funding for the POPS program is discontinued by County such that EOC is no longer able to run the POPS program, EOC may terminate this sublease by giving County ninety (90) days advance written notice.

- 3. <u>RENT</u>: Sublessee shall pay to Sublessor as rent for the premises, the sum of Nine Hundred Ninety-Five Dollars (\$995.00) per month, due and payable in advance on or before the first day of each calendar month throughout the term of this sublease. Rent for any period during the term hereof which is for less than one month shall be a prorata portion of the monthly installment.
- 4. <u>CONDITION OF PREMISES</u>: Sublessee acknowledges that it has inspected the Premises and all improvements thereon, and that the Premises are in good order, repair and condition as of the effective date of this Sublease.
- 5. <u>USE OF THE PREMISES</u>: During the term of the Sublease, the Premises shall be used for conducting and operating therein the business of Sublessee and may not be used for any other purpose. The parties expressly understand that public contact will be part of the intended use of the premises.
- 5.1 (a) Sublessor warrants to Sublessee that the Premises, in its existing state, but without regard to the use for which Sublessee will use the Premises, does not violate any applicable building code, laws, statutes, regulations or ordinances at the time that this Sublease is executed. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Sublessor, after written notice from Sublessee, to promptly, at Sublessor's sole cost and expense, rectify any such violation.
- (b) Except as provided in paragraph 5.1(a) Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Premises. Sublessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance.
- 5.2 Condition of Premises. Except as provided in paragraph 5.1(a) above and paragraph 5.3 below, Sublessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing the regulating the use of the Premises, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached thereto. Sublessee acknowledges that Sublessor has not made any representation or warranty as to the suitability of the Premises for the conduct of Sublessee's business.

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5.3 Additional Tenant Improvements. Sublessee hereby accepts the Premises in their condition existing as of the date of the execution hereof. Any tenant improvements to the premises may only be made with the prior approval of the Sublessor and Master Lessor.

6. MASTER LEASE:

- 6.1 Sublessor is the lessee of the Premises, by virtue of a Lease (hereinafter referred to as the "Master Lease", a copy of which is attached hereto and incorporated by reference as Exhibit B.
- 6.2 This Sublease is and shall be at all times subject to and subordinate to the Master Lease.
- 6.3 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease, but only as the same applies as to the Premises. Sublessee shall be entitled to all of Sublessor's rights and benefits under the Master Lease as the same apply to the Premises.
- 6.4 The obligations that Sublessee has assumed under paragraph 6.3 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations."
- 6.5 Sublessee shall hold Sublessor free and harmless from any and all liability, judgments, costs, damages, claims or demands, including attorney's fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.
- 6.6 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease.
- 6.7 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.
- 6.8 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.
- 7. <u>MAINTENANCE AND REPAIRS</u>: Subject to the terms and conditions of the Master Lease, Master Lessor is obligated to maintain the leased premises in good order and repair throughout the term of the Master Lease.
- 8. <u>TAXES AND UTILITIES</u>: Throughout the term of this Sublease, County as Sublessor shall pay for utility services to the Premises, including water, sewer, gas, and electrical. Sublessee shall install and pay for telephone services. All fire suppression systems and any existing fire detection systems are maintained by Master Lessor in accordance with the terms and

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conditions of the Master Lease. Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation and that Sublessee will be subject to payment of taxes levied on such interest.

- 9. <u>INSURANCE</u>: Sublessee agrees to maintain in force throughout the term hereof, at Sublessee's sole cost and expense, commercial general liability insurance with a broad form general liability endorsement insuring against any liability to the public for any claim for damages due to death, bodily injury, or property damage related to Sublessee's occupancy of the Premises, with single limit coverage of not less than One Million Dollars per occurrence. Sublessor shall be named as an additional insured in such policy. Sublessee shall provide Sublessor with at least thirty (30) days notice of cancellation of insurance.
- 10. <u>JANITORIAL SERVICES</u>: County as Sublessor shall provide janitorial services to the subject premises.
- 11. <u>ASSIGNMENT AND SUBLETTING</u>: Sublessee shall not encumber, assign, or otherwise transfer this Sublease, or any right or interest in this Sublease, or any right or interest in the Premises, or any of the improvements on the subject property, without the prior written consent of both the County and the Master Lessor.
- 12. <u>DEFAULT</u>: In the event Sublessee defaults in the payment of any amount due under the terms of this Sublease, or defaults in the performance of any conditions or convenants to be performed by it pursuant to the Sublease, then all of Sublessee's rights under this Lease shall, at the option of County, be terminated. County shall thereafter be entitled to enter and retake possession of the property as permitted by law.
- 13. <u>WAIVER</u>: The waiver, by County, of any breach by Sublessee of any of the provisions of this Sublease, shall not constitute a continuing waiver or waiver of any subsequent default or breach by Sublessee.
- 14. <u>BINDING EFFECT</u>: This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of each of the parties. However, nothing contained in this section shall be construed as a consent by Master Lessor to any assignment of this Lease or any interest in this Agreement by County.
- 15. <u>SECURITY:</u> All POPS employees shall receive a copy of the County of San Luis Obispo Countywide Information Security Program and indicate by signature their agreement to be abide by its contents.
- 16. <u>NOTICES</u>: All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

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To Sublessor:

County of San Luis Obispo

Department of General Services

1087 Santa Rosa

San Luis Obispo, CA 93408 Attn: Real Property Services

To Sublessee:

Economic Opportunity Commission of San Luis Obispo County

1030 Southwood Dr.

San Luis Obispo, CA 93401

Attn: Mel Rosenblat

Either party may change its address for purposes of this section by giving written notice to the other party in the manner provided in this section.



forth below: SUBLESSEE: Economic Opportunity SUBLESSOR: Commission of San Luis Obispo County, Inc. By: _____ Chairperson of the Board of Supervisors Elizabeth "Biz" Steinberg, Chief **Executive Officer** Date: _____ Date: _____ Approved by the Board of Supervisors this ____ day of _____, 2005. ATTEST: Clerk of the Board of Supervisors APPROVED AS TO FORM AND LEGAL EFFECT: JAMES B. LINDHOLM, JR. County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Sublease on the date set

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CONSENT OF LESSOR

The undersigned is the Lessor under the Master Lease described in the foregoing Sublease and hereby consents to the Sublease of the Premises described in this Sublease to Economic Opportunity Commission of San Luis Obispo County, Inc. In granting this consent, the undersigned does not waive any of the Lessor's rights under the Master Lease as to the Lessee or under the Sublease as to the Sublessee.

Blehard De Bleuwer Richard DeBlauw

Date: 4-27-04

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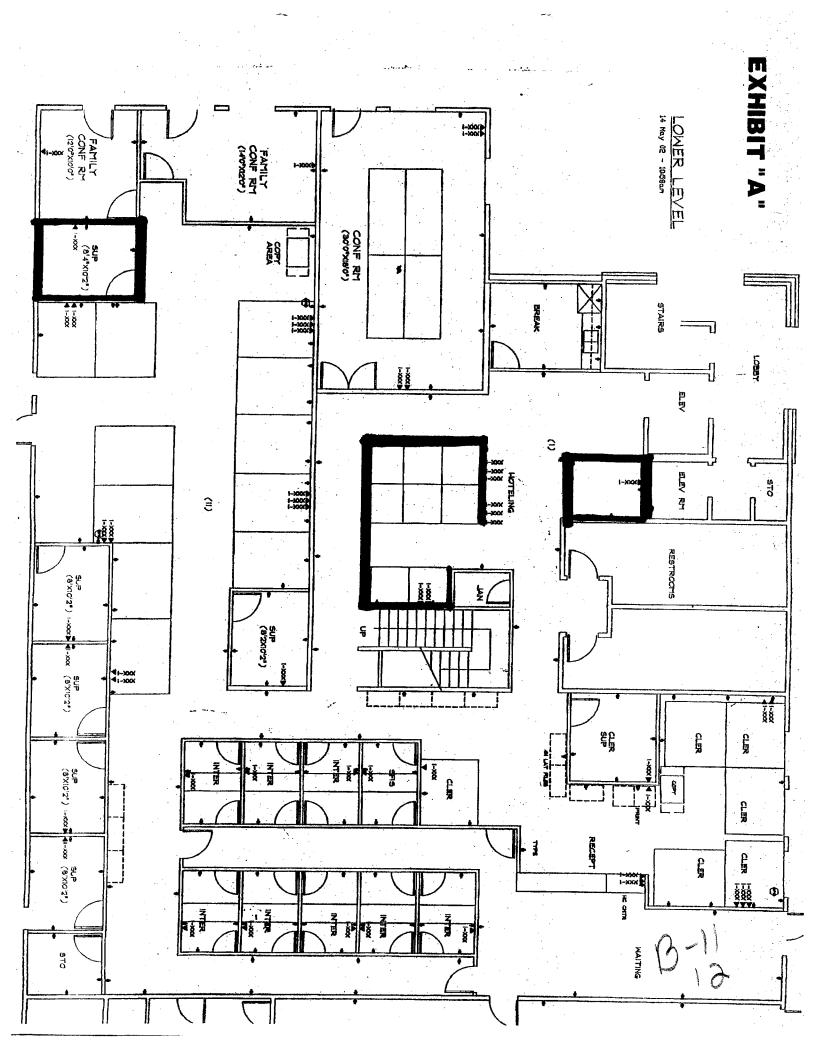


EXHIBIT B

LEASE

THIS LEASE is entered into between the County of San Luis Obispo, hereinafter referred to as "County" and Richard DeBlauw Construction, Incorporated, a California Corporation, hereinafter, "Lessor," and will replace and supersede all previous agreements between County and Lessor with respect to the Premises hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1. Premises: Lessor hereby leases to County, and County hereby hires and takes from Lessor, for the term, at the rental and upon the conditions hereinafter set forth, the real property located at 1086 Grand Avenue, in the City of Arroyo Grande, (Assessor's Parcel Numbers: 077-111-014 and 077-111-057) including a building consisting of approximately 17,900 square, which shall be measured in accordance with 1980 BOMA standards, generally described and depicted on Exhibit "A" attached hereto and incorporated by this reference, tenant improvements installed per County specifications, hereinafter referred to as "Premises".
- 2. Quiet Enjoyment: Lessor agrees to and shall on the commencement date of the term of this Lease hereinafter set forth, place County in quiet possession of the leased Premises and shall secure to County the quiet possession hereof against all persons lawfully claiming the same during the entire term and any renewals or extensions thereof.
- 3. Term: The term of this Lease shall be for a period of twenty (20) years, commencing on Auc use 1.2003 the first date upon which the Premises is available for occupancy, and shall expire twenty (20) years thereafter. Upon completion of necessary tenant improvements, described in Exhibit "B", made by Lessor to ready Premises for occupancy, County shall submit written notification to Lessor proclaiming the Premises fit for occupancy. This action shall commence the twenty (20) year Lease term. The parties agree to insert and initial the date of commencement when known.
- 4. Automatic Extension: County shall, at its option, have the right to two (2) successive extensions or renewals of this Lease to be exercised separately, each such extension to be for a period of five (5) years and to be on the same covenants, terms, and conditions as those of this Lease. Provided that there are no uncured defaults by County in any material obligation of this Lease at the time of extension notice herein, and unless County shall have given Lessor not less than one hundred and twenty (120) days' notice

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by certified or registered mail, return receipt requested, of County's intention **not** to renew or extend this Lease at its expiration or at the expiration of any extended term or period, County shall be deemed as having elected to exercise its option to extend or renew for an additional five (5) year period, without further notice to Lessor and this Lease shall automatically continue in effect.

5. Rental: Beginning upon the date in which the County takes occupancy of the Premises, County shall pay Lessor as rent for the Premises the sum of Twenty-Four Thousand One Hundred Sixty-Five Dollars (\$24,165), or approximately \$1.35 GROSS per square foot, per month, payable in advance on the first day of each month, without deduction, offset or abatement except as provided for in Paragraph 11,19 and 20. This amount shall be prorated if possession is taken at any time other than on the first of the month. This rental amount shall be adjusted, based on a square footage rental rate of \$1.35 Gross per square foot, per month, if the approximate square footage substantially differs from that as stated in paragraph 1.

Following the first complete twelve (12) months of occupancy, increases in the rental rate shall be as follows:

Month of Commencement to Month Ending	Monthly Rental or Rate X 18925
13 th Month to 24 th Month	\$25,060 Gross or \$1.40 per sq. ft. 2 2 4 5 7 9
25 th Month to 36 th Month	\$25,955 Gross or \$1.45 per sq. ft. = 27,525.23
37 th Month to 48 th Month	\$26, 850 Gross or \$1.50 per sq. ft.
49 th Month to 60 th Month	\$27,745 Gross or \$1.55 per sq. ft.
61 st Month to 72 nd Month	\$28,640 Gross or \$1.60 per sq. ft.

Beginning with the Seventy-third (73rd) month (7th year) of occupancy, and every subsequent annual anniversary date thereafter, the preceding year's rent shall be adjusted upward according to any percentage rise in the Consumer Price Index (CPI). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the **October** published CPI and the corresponding CPI for the same period twelve months previous. If there is a decrease or less than a two percent (2%) change in the CPI, then the preceding year's rent will be adjusted upward by two percent (2%). **Annual CPI adjustment shall not exceed five percent (5%) annually.**

The term "Consumer Price Index" refers to the Consumer Price Index for <u>Urban Wage Earners and Clerical Workers</u>, Los Angeles - Anaheim - Riverside Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor's most

comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessor. If County and Lessor are unable to agree within 30 days after demand by either party, on application of either party the substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or it successor.

Lessor shall provide written notice to County of each adjusted rental amount on an annual basis. If the rent is not adjusted at the time for said adjustment as provided herein, County shall continue to pay the annual rent established for the prior period until such adjustment is made, at which time County shall promptly pay to Lessor any deficiency and shall henceforth pay at the adjusted rate of rent.

Rental payments shall be sent by mailing the same in the United States Post Office, postage prepaid, and directed to DeBlauw Builders, Inc., 411 El Camino Real, Arroyo Grande, California, 93420. Lessor shall notify County in writing of any address changes.

- 6. <u>Use of Leased Premises</u>: The Premises shall be used for conducting and operating therein the business of the County of San Luis Obispo. The Department of Social Services shall be the intended occupants of the Premises. Public contact is a requirement of the programs and services offered.
- 7. <u>Utilities and Taxes</u>: County will pay during the term of this Lease and any extensions or renewals thereof all telephone, gas, electric, and water utilities separately metered, sub-metered and used exclusively by County during its occupation of the interior Premises. Lessor shall pay for utility services, including trash, and any common meters including but not limited to the meters servicing the landscaping, parking lot and exterior building areas, for water, gas and electrical services. Lessor reserves the right to install new or additional utility facilities throughout the building for the benefit of Lessor or County or any other Lessee of the building, including but not limited to, such utilities as plumbing, electrical systems, security systems, communication systems and fire protection and detection systems so long as such installations do not unreasonably interfere with County's use of Premises. Any of the above-mentioned items installed for Lessor's benefit and not requested by the County shall be at Lessor's sole cost and expense and shall be maintained by Lessor. Any and all fire suppression systems and any existing fire detection systems shall be maintained by Lessor according to requirements of Arroyo Grande Fire Department. Lessor will pay all real property taxes and any special assessments levied or assessed on the land and improvements thereon



of which the leased Premises is a part.

8. Insurance:

A. Fire Insurance.

- 1) <u>Lessor</u>: Lessor's policy as to the building and Premises shall be primary. Lessor at its cost shall maintain during the term of this Lease on the building and Premises a policy or policies of standard fire and extended coverage insurance to the extent of at least ninety (90%) percent of full replacement value thereof.
- 2) <u>County</u>: County is presently self-insured. County at its cost shall procure and maintain during the term of this Lease, a policy of fire insurance on County's personal property including improvements paid for by the County, within the leased Premises.

B. Liability Insurance.

- 1) <u>Lessor</u>: Lessor agrees to maintain in force throughout the term hereof, at Lessor's sole cost and expense, commercial general liability insurance. This insurance shall include, but shall not be limited to, commercial general liability insurance providing protection against third party claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessor's operations during the time of this Lease. The policy shall provide that the Lessor's insurance will operate as primary insurance and that no other insurance maintained by the County will be called upon to contribute to a loss hereunder.
- 2) County: County is presently self-insured. County agrees to maintain in force throughout the term hereof, at County's sole cost and expense, commercial general liability insurance with a broad form general liability endorsement insuring against any liability to the public for any claim for damages due to death, bodily injury or property damage related to County's occupancy of the Premises, with single limit coverage of not less than \$1,000,000 per occurrence. Lessor shall be named as an additional insured in such policy. County shall provide Lessor with at least thirty (30) days notice of cancellation of insurance.

C. Exemption of County from Liability.

Except for County's willful or negligent conduct, Lessor hereby agrees that County shall not be liable for any reason in connection with the building, including, without limitation, events that occur in the common areas, or for damage or injury caused by fire, utility outage or interruption, pipe or sprinkler leakage, or similar causes, injury to Lessor's business or loss of income therefrom or for damage



to the goods, wares, merchandise, or other property of Lessor, Lessor's employees, or Lessor's invitees, in or about the Premises; nor shall County be liable for injury to the person of Lessor, Lessor's employees, or Lessor's invitees, whether such damage results from conditions arising upon the Premise or upon other portions of the building in which the Premises are a part, or from any other sources or places. County shall not be liable to Lessor for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

Indemnification: Lessor shall defend, indemnify and save harmless the County, its officers, 9. agents and employees, from any and all claims, demands, damages, costs, expenses, judgements, including but not limited to those predicated upon theories of violation of statue, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, Premises liability, inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Lessor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of the Lessor or its agents, employees or other independent Contractors directly responsible to Lessor; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or permissions to employees or other independent contractors and County, its agents, employees or independent professional contractors involved in this Lease. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses, judgements, attorney fees resulting solely from the negligence or willful misconduct of the County, its agents, employees or other independent Contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require Lessor to indemnify County, against any responsibility or liability in contravention of Section 2782 of the Civil Code.

Any liability arising from governmental activities conducted by the County shall be the sole responsibility of the County and Lessor shall not be liable to defend and indemnify the County for any third party claims against the County arising out of or predicated upon any governmental operations of the County. However, any claim of a third party arising out of or predicated upon any theory or Premises based liability shall be handled under the joint indemnity paragraph above.

10. Janitorial Services: County shall provide janitorial service to the leased space occupied by

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the County. Lessor shall provide janitorial service to the common area restrooms, exterior hallways and stairs, if there are multiple tenants in the building (i.e. not County programs), otherwise County shall provide said service.

11. Repairs and Maintenance: Lessor shall maintain and keep in good working condition at Lessor's own expense, the Premises including structural repairs to the interior and exterior thereof, and utility systems within the Premises, and make all repairs and replacements thereto, including the replacement of all glass and all repairs occasioned by any acts, omissions, or negligence of Lessor, its agents, invitees, licensees, visitors, contractors, or any third party.

Lessor shall put the Premises, the building, and all common areas under the control of Lessor, into a condition fit for occupation by the commencement of this Lease, and shall thereafter repair all subsequent dilapidation thereof which may render them untenantable. "Untenantable" within the context of this paragraph means that the Premises, or the building, or the areas under the control of Lessor, substantially lack any one or more of the following affirmative standard characteristics:

- A. Effective waterproofing and weather protection of the roof and exterior walls, including broken windows and doors.
- **B.** Plumbing facilities which conformed to applicable law in effect at the time of installation, maintained and kept in good working order.
- C. A water supply approved under applicable law, which is under the control of the County, capable of producing hot and cold running water, or a system which is under control of Lessor, which produces hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.
- **D.** Heating, Ventilating, and Air Conditioning (HVAC) facilities which conform to applicable law at the time of installation, maintained in good working order. Lessor shall change the filters in accordance with manufacturers recommendations.
- **E.** Electrical lighting, which conformed to wiring and electrical law at the time of installation, maintained in good working order. County shall be responsible for replacement of light bulbs. Lessor shall be responsible for replacing ballasts.
- **F.** Building and appurtenances and every part thereof clean, sanitary, and free from accumulations of debris, filth, rubbish, garbage, rodents, and vermin; and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents



and vermin.

G. Floors, stairways, ramps, and railings maintained in good repair. Additionally, Lessor shall, at Lessor's expense, maintain and keep the leased Premises and every structural portion thereof in a good state of repair during the Lease term and any extensions or renewals thereof.

If Lessor fails or neglects to repair as set forth above, within thirty (30) days plus any additional period reasonably required by the circumstances after County's notice to Lessor of the need for repairs, County may repair the same and deduct the expenses of such repairs from the rent to the lawful extent without waiver; or County may, at its option, vacate the Premises, in which case County shall be discharged from further payment of rent, or performance of other conditions, and this Lease shall automatically terminate on the date that County vacates the Premises.

Not withstanding the foregoing, County shall reimburse Lessor for the cost to repair all damage caused to the interior of the building to the extent resulting from the negligence or intentional misconduct of the County or of any of the County's agents, invitees, contractor's or employees.

- 12. <u>Surrender</u>: County shall surrender the Premises unto Lessor on the last day of the term or sooner termination of this Lease in the same condition as when received, reasonable use and wear excepted.
- 13. <u>Improvements, Remodeling, Alterations and Additions</u>: County shall not make, or suffer to be made, any alterations (whether major or minor) of the Premises, or any part thereof, without the written consent of Lessor first had and obtained.

Lessor shall provide to County a turnkey office building which shall include, but not limited to, HVAC equipment, HVAC distribution, electrical distribution, telephone and computer cabling, fire sprinkler distribution, drop ceilings, demising walls, carpeting, cabinetry in the break rooms, doors, and fixtures, electrical panel with a minimum of 800 amp. service, elevator modifications (double-sided doors), fire sprinkler riser to the premises, perimeter and bearing walls, handicapped accessible restrooms and tenant improvements as specified in Exhibit "B".

In the event additional improvements are requested by County, after County takes occupancy of the premises, Lessor may perform such improvements and County shall reimburse Lessor for said work, upon demand.

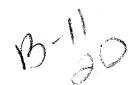
Any tenant improvements constructed exclusively on behalf of the County of San Luis Obispo, and in excess of \$1,000, shall comply with current prevailing wage laws. Lessor shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary.

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- 14. <u>Landscaping / Grounds Maintenance</u>: Lessor agrees to maintain, at Lessor's sole cost and expense, all exterior landscaping, grounds, irrigation systems, and to provide parking lot repair and maintenance.
- 15. Parking: Lessor shall provide exclusive parking for County tenancy pursuant to the ratio requirements of the City of Arroyo Grande. County shall have the non-exclusive right to use all unmarked on-site parking spaces.
- Assignment and Default: County covenants and agrees that neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, will be assigned, or advertised for assignment, mortgaged, pledged, encumbered or otherwise transferred, by operation of law or otherwise, and that neither the Premises, or any part thereof, will be sublet or advertised for subletting or occupied by anyone other than County, or for any purpose other than as hereinbefore set forth, without the prior written consent of Lessor (which shall not be unreasonably withheld) in every case. Any attempt to do so shall be void, shall confer no rights on any third party, and shall be good cause for cancellation of this Lease by Lessor at Lessor's option.

Should County violate any of the terms or conditions hereof, Lessor may, thirty (30) days after giving written notice of said violation to the County, terminate this Lease and re-enter the Premises and remove all persons therefrom.

- 17. Right of Entry: Lessor shall have the right and privilege at reasonable business hours with twenty-four (24) hours prior notice, to enter upon the Premises for the purposes of inspection and for the purposes of determining whether the terms, covenants and conditions of this Lease are being kept and performed. However, this right of entry shall in no way interfere with the County's operation on the Premises. If meetings are being held in the building or in an office, that portion may not be inspected during the meeting. At all times during said inspection, the inspectors shall be accompanied by a staff member of the Department of Social Services in order to protect confidentiality of clients and workers unless waived in writing by the Department of Social Services Director.
- 18. Signs: County at its cost shall have the right to place, construct and maintain a sign on the Premises, advertising its business on the Premises. Any sign that County places, constructs, and maintains shall comply with all laws, and County shall obtain any approval required by such laws. Lessor makes no representation with respect to County's ability to obtain such approval.
 - 19. Destruction of Premises: If during the term of this Lease, the Premises are injured or



destroyed by fire or other cause, so as to render the Premises, in County's judgement, unfit for occupancy, or so as to substantially prevent or impair, in County's judgement, County's use of the Premises for intended purposes, then this Lease shall terminate at the option of either party hereto; provided that if the Premises can be repaired to the satisfaction of County under the laws and regulations of any governmental agency thereunto applicable, using the same type of construction, within thirty (30) days or such reasonable time per circumstance up to one hundred twenty (120) days from date of occurrence with abatement of rent thereof, then Lessor may forthwith repair the same, in which event such injury or destruction shall in no way annul or void this Lease. The County shall be entitled to a proportionate reduction in the rent herein reserved corresponding to the time during which, and to the portion of the Premises of which, County shall be deprived of possession. In the event Lessor elects not to make such repairs, or in the event repairs cannot be made to the satisfaction of the County, using the same type of construction, within thirty (30) days under the laws and regulations of any governmental agency thereunto applicable, the Lease shall then terminate at the option of either party hereto. County has no right of termination if any destruction was caused by their acts or omission.

20. <u>Condemnation</u>: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or a quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the leased Premises is taken by the condemnor or the date County is required to vacate the Premises in order to continue its business operations with minimum interruption; whichever is earlier. Compensation and damages awarded for such total taking shall belong to Lessor, except that County shall be entitled to receive any award for the taking of or damage to County's equipment, fixtures, or any improvements made by County to the leased Premises for which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease. Further, County shall be entitled to that portion of the award granted for disruption to business, business relocation costs, and similar awards to offset County's Lease with appropriate offsets on rents.

In the event that there shall be partial taking of the leased Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to the portion of the leased Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease shall at County's option, continue in force and effect as to the remainder of the leased Premises, provided, however, that the rental payable by County for the balance of the term where County elects to continue this Lease shall be abated in the proportion that the square footage of floor area of the leased Premises taken bears to the total



floor space of the leased Premises at the time of such taking. In the event of such partial taking, compensation and damages for such partial taking shall belong to Lessor, except that County shall be entitled to receive any award for the taking of, or damage to, County's equipment, fixtures, and any improvements made by County to the leased Premises which County would have had, but for the condemnation, the right to remove on expiration of sooner termination of this Lease, and, in the event that this Lease is continued as to the portion of the leased Premises not taken in a suitable condition for the continuance of County's tenancy. Further, County shall be entitled to that portion of the award granted for disruption to business, business relocation costs, and similar awards to offset County's Lease with appropriate offsets on rents.

21. Environmental Matters / Covenants Regarding Hazardous Materials: Lessor and County shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under such laws, ordinances or regulations (collectively, "Hazardous Materials").

Lessor shall, except in the event of County's sole negligence, indemnify, defend, protect, and hold County and each of County's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

- A. The presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessor's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, or
- **B.** Lessor's failure to comply with any Hazardous Materials Law. Lessor's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessor and County and shall survive the expiration or earlier termination of the term of this Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of Lessor, or



by employees, agents, assignees, contractors or subcontractors of Lessor or others acting for or on behalf of Lessor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessor.

- 22. Holding Over: In the event that County shall hold over after expiration of the Lease term or any extension or renewal thereof, with the consent, express or implied, of Lessor, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in manner prescribed by law.
- Notices: Any notices, demands, or communication, under or in connection with this Lease, may be served upon County by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to County at;

County of San Luis Obispo Department of General Services 1087 Santa Rosa San Luis Obispo, CA 93408 Attention: Real Estate Division Manager

and may likewise be served on Lessor at;

DeBlauw Builders, Inc. 411 El Camino Real Arroyo Grande, CA 93420 Attention: Richard P. DeBlauw

Either County or Lessor may change such address by notifying the other party in writing as to such new address as Lessor or County may desire used and which address shall continue as the address until further written notice.

- **24.** Successors: The agreements herein made shall apply to, bind and inure to the benefit of the successors and assigns of Lessor, and the successors and permitted assigns of County.
- 25. <u>Provisions Deemed Covenants and Conditions</u>: The parties hereto agree that all the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions are used in each instance, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.
 - **26.** Estoppel: Each party, within ten (10) days after notice from the other party, shall execute and

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deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any prepaid rent.

- 27. <u>Binding Effect Law</u>: Subject to any provisions hereof restricting assignment or subletting by County and subject to the provisions of Paragraph 16, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Premises are located and any litigation concerning this Lease between the parties hereto shall be initiated in the County of San Luis Obispo.
- 28. Prior Agreements: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, County hereby acknowledges that neither the broker (if applicable) acting as agent for Lessor nor any cooperating agent on this transaction nor the Lessor or any employee or agents of any of said persons has made any oral or written warranties or representations to County relative to the condition or use by County of the Premises.
- ground lease or mortgage, deed or trust or any other hypothecation or security entered after or placed upon the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. County's right to quiet possession of the Premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgage, trustee, or ground lessor shall elect to have this Lease prior to the lien on its mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

County agrees to and shall attorn to any purchaser in good faith and for value or any successor in interest of the Lessor herein.

30. <u>Waivers</u>: No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by County of the same or any other provision. Lessor's consent



to or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by County. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by County of any provisions hereof, other than the failure of County to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

- 31. <u>Security Measures</u>: County hereby acknowledges that Lessor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises, except those specifically specified by the County as a part of the tenant improvement plans. County assumes all responsibility for the protection of County, its agents, and invitees and the property of County and of County's agents and invitees from acts of third parties. Nothing herein contained shall prevent Lessor at Lessor's sole option from providing security protection for the Premises or any part thereof.
- 32. <u>Americans With Disabilities Act</u>: Lessor shall be responsible for alterations necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted (including future enactments) in accordance with applicable laws.
- 33. <u>Smoking</u>: Entire Premises shall be a non-smoking building and no smoking shall be allowed in or on the Premises.
- 34. <u>Severability:</u> The invalidity of any provision of this Lease shall not affect the validity, enforceability of any other provision of this Lease.
- **Entire Agreement and Modifications**: This Lease embodies the whole Lease between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Lease must be in writing and executed by both Lessor and County.



	,
IN WITNESS WHEREOF, the parties hereto	have executed this Lease this 16th day of
June , 2002.	
COUNTY OF SAN LUIS OBISPO	Lessor:
	Richard DeBlauw Construction, Inc.
By: SHELEY SLANCH	By: Ruhant le Plans
Chairman of the Board of Supervisors	Richard DeBlauw, President
Approved by the board of Supervisors this	State of California
18th day of June, 2002	County of San Luis Obispo
day or Switch 2002	4014
ATTEST:	On YMM 15, 2002 before me, Inchid K. Werkey, Notar personally appeared Richard DeBlow personally known to me (or
<u> Ulie L. Rodewald by</u> c.m. christenser	proved to me on the basis of satisfactory evidence) to be
Clerk of the Board of Supervisors Deputy Clark	person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
, ,	the same in his/her/their authorized capacity(ies), and that by
APPROVED AS TO FORM AND LEGAL EFFECT:	his/her/their signature(s) on the instrument the person(s), or the
JAMES B. LINDHOLM, JR.	entity upon behalf of which the person(s) acted, executed the
County Counsel	instrument.
Burl & Branch Conin	WITNESS my hand and official seal,
Deputy County Counsel	Signature Quand K. Wans
Date: 5/20/02	(Seal)



 $F: \label{lem:propmgmt} F: \label{lem:propmgmt} PROPMGMT \label{lem:propmgmt} SocSvcs \label{lem:propmgmt} DeBlauwSample. wpd$

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GRAND AVE. DeBlauw Office Building

EXHIBIT "B"-1

DEBLAUW OFFICE BUILDING

GENERAL NOTES FOR CONSTRUCTION OF TENANT SPACES FOR DEPARTMENT OF SOCIAL SERVICES COUNTY OF SAN LUIS OBISPO

THE FOLLOWING SECTIONS ARE TO BE PROVIDED AND INSTALLED AS FOLLOWS:

SECTION 06 - WOODS AND PLASTICS

A) Stain grade cabinets & laminate countertops for each break room per plan.

SECTION 08 - WINDOWS AND DOORS

A) Standard solid wood-core interior office doors with half lights.

B) Key System: Schlage Primus Level 3 Interchangeable Core, Factory Registered, Patent Protected Key System in E, EF, & F kwys. County uses Primus Keys only, stamped to County's identification system.

Locksets: Schlage D-Rhodes design for interior. Vandlgard Series for exterior.

Rim Cylinders: Schlage Interchangeable Core Type only, to be installed by contractor.

Permanent keying to be performed by County.

All other door hardware per attached standards or as approved by County.

SECTION 09 - FINISHES

C)

- A) Carpet or vinyl on interior stairs. Carpet allowance shall be \$16.00 per square foot.
- B) Vinyl baseboards throughout.
- C) Painting (one color).

SECTION 15 - MECHANICAL

A) Seven (7) zones for heating and cooling.

- B) 24-hour dedicated mechanical system for Data Room to vent heat directly through exterior wall.
- C) Additional ADA compliant restrooms and drinking fountain as shown per plan.
- D) Janitor mop sink on each floor.
- E) Double sink at each break room.

SECTION 16 - ELECTRICAL & DATA

- A) Six (6) foot data rack in Data Room on 2nd floor. Rack mount devices will have individual cooling fans.
- B) Dedicated power: minimum (2) 30 amp circuits, (2) 4-gangs of 15 amp circuits, a total of 90 circuits.
- C) Backbone telephone circuitry with (4) additional 4" conduits for future expansion.

D) Data distribution per attached specifications and drawing.

E) 2x4 120V Lithonia SP Air Premium Troffer fluorescent light fixtures, with 32W T8 lamps per Title 24 requirements.

F) Lighting and switching to each hard-wall office cubicle.

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EXHIBIT "B"-2

County of San Luis Obispo

Door Hardware Standard for County Properties

Attention: Architects, Design Professionals, Hardware Specifiers, Contractors, Construction Managers, and other concerned parties:

The County of San Luis Obispo uses the following door hardware products in new construction, in renovation and in tenant improvement work. This County's Hardware Standard is to be used for all County projects when specifying material under <u>Section 08710</u>, the Finish Hardware Specification section.

	Schlage Primus Level 3 Interchangeable Core, Factory Registered, Patent Protected Key System in E,			
Key System	EF, & F kwys. County uses Primus Keys only, stamped to County's identification system. Consult with			
	Andy Zigan, Building Maint. Supervisor, for additional keying information & instructions.			
	Mortise: Schlage L9000 06A Mortise locks on retro-fit mortise applications or as advised by County.			
Locksets	Cylindrical: Schlage D-Rhodes design. Use at new & retro-fit applications. Exterior: Vandlgard Series			
	Interior: Use Standard D-Series			
Rim Cyls	Schlage Interchangeable Core Type Only			
Deadbolts	Schlage B700R or B600R series			
Padlocks	Schlage PL1000 Series			
Cabinet Locks	Schlage CL1000/2000 Series			
Exit Devices	Von Duprin CD98 series. Use key-removable mullions plus rim devices at pairs. Use pull handles at non-			
EXIL Devices	rated openings, Von Duprin 994L-F lever trim at rated openings less CD. Use 94 Series when advised.			
Mullions	Von Duprin KR series with MT54 storage bracket kits			
Surface Closers	Exterior: LCN 4040 Series, use EDA arms at out swinging doors			
	Interior: LCN 4040			
Floor Closers	New: Do not specify. Existing: Use only when necessary. Preference is surface mtd. type closers.			
Auto-Flush Bolts	Glynn-Johnson: Series 30-40-50-60			
Pivots	Glynn-Johnson 7200 series. For 3/4" offset use 7215 series minimum. (Use only as needed)			
Uinges	Conventional: Hager AB700/800 Series, Stanley "LifeSpan" three-knuckle series. NRP extr outswing drs			
Hinges	Continuous: Pemko, Hager "Roton" Series, Zero 914-SC or 919STST, or Stanley 650 (stainless steel)			
Overhead Stops	Glynn Johnson 90 series and 100 series. Use only where floor or wall stops are inadvisable.			
Floor Stops	Interior: Glynn-Johnson FB13,14, 18 Series. HD applications use FB19X.			
	Exterior: Trimco 1214-21/4CK x 1268CK, Glynn-Johnson 18S			
Wall Stops	On Interior Doors Only: Glynn-Johnson 50/60C series, Ives, Hager			
Kickplates	Ives 8400 Series, 12" H x 2" less than door width (1" LDW at non-mullioned pairs), Hager			
Door Seals	Pemko, Zero, Reese. Avoid using adhesive type seals			
	Exterior: Steelcraft "L" series 16ga honeycomb core or "S" or "A" series 16ga tubular for full glass,			
Hollow Metal	galvanized, with galvanized 14ga frames.			
Doors & Frames	Interior: Steelcraft "L" series honeycomb core, or "S" or "A" series for full glass, 18ga w/ 16ga frames.			
	Use knockdown frames at interiors.			

The County uses IR Security and Safety Consultants [(626)-585-9927)] as its consultant for doors and door hardware. Contacts with the firm are, Loren Studley, Chris Clark or Ray Paulus. We recommend that you contact them to provide the doors and hardware specifications for County projects.

County personnel are trained in the installation and maintenance of the above material and the Maintenance Department owns considerable stock of material for repair work. The County is not prepared at this time to accommodate the adoption of an additional standard, the hardware standard now in place has served the County extremely well.

Signed:		Dated:		
	Robert Botta, C.S.I., Building Facilities Manager		Revised February 21, 2001	\cap
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